

In the Federal District of Mississippi United States Court

In Re: Brett Jones "Eeon"

CA 2:19 cv 00193

ADDRESS CHANGE UPDATE

Sitcom, et. al...

Change of Venue Demand

v.

PennyMac, et. al...



An Affidavit Verified By Brett "Eeon" Jones

I. No Bulk, No Parcel

As Noted the Proper Address for Communicating with "Eeon", is 304 South Jones Blvd. Unit Eeon-1967, Las Vegas Nevada, 89107.

Absolutely No bulk Mail, No Special Delivery Mail, and ~~or~~ Parcels will be Accepted. If there's a need to send more than 15 pages in one communication, in harmony with the Federal Paperwork Reduction Act, electronic media (Flash Drive and or CD), will be Accepted.

II. Change of Venue

Due to the Acknowledgment of Judicial Misconduct, and the Failure of the Court to Notify the Circuit's Judicial Misconduct Board of Allegations, As Requested and Required, we seek Change of Venue.

Due to the Petition for Motion to Vacate ~~Arbitration~~ Award, which is only Cognizable under 9 USC, specifically 10(a) as Applicable in the instant cause. The Proper Venue for transfer as cognizable by Statute is Georgia.

With the Matter initiating ~~from~~ an Arbitration Award(s), the Federal Arbitration Act Govern's Procedures (See: F.R.Cv. P. § 81). The Foundation of the Complaint of Respondents (PennyMac & Friend's) is Valid Arbitration's and "Valid Arbitration Awards", and Valid Arbitration Tribunals.

In times Past such Complaints were unlawfully permitted to be

Litigated in the Courts. However, if the Contract Contains An Arbitration Clause, And An Arbitration Award, And A Commerce Clause, that the Governing Law is the F.A.A., 9 USC, (See: 9 USC § 1, 2, 9, 10 a, 12, 16).

In *Henry Schein, Inc., v. Archer & White Sales, Inc.*, (2019) the Court held that "We (ALL of US) must follow the Act as written". Federal Rule of Civil Procedure's has verified that the F.A.A., is the Supreme Statute (§ 81 of F.R.C.P.), that Governs Arbitration Disputes.

Why this Court and other circuits have continued to attempt "to short-cut the process and decide the Arbitrability question themselves," (Archer). The Supreme Court has held:

" "The exception to Arbitrability is inconsistent with the Federal Arbitration Act and this Court's precedent. Under the Act, [A]rbitration is a matter of Contract, and Courts must enforce Arbitration contracts according to their terms. ... Therefore, when the party's contract delegate the Arbitrability question to an Arbitrator, a court [such as this one] may not override the Contract [or the F.A.A.], even if the court thinks that the Arbitrability claim is wholly groundless. " " " "

This Brings us back at ONE! This is an F.A.A., matter, involving A Challenge (3) to Arbitration (Clause, Contract, Award), Arbitrator And Process. We must insist the Court follow the Act as written.

PennyMac failed to Petition the Proper Venue (§ 10 a), within the Proper time frame (§ 12), and by Statute are time barred.

MR. Johnson & KAHAPEA have been falsely Accused, and subjected to an unlawful process, As the F.A.A., Requires ALL Challenges to an Award be had in the Jurisdiction of Issuance. KAHAPEA's must be within three-weeks of issuance.

S.A.A. And the "Sub-Contracted," Arbitrator's fulfilled their Duty, and despite what a claim may be, they followed the Arb-

ization Clause, the Arbitration Act, and to Date there has been NO Claim to the Contrary. Why Respondents Admitted "We Received Notice of Arbitration Hearing." The Notice Contained Information, Documentation, and a provision to Challenge Award. In the "Meekins," Decision the Court held that this is the "Qualifications of A Valid Arbitration."

This Court Appears "Hell-bent," on making Someone pay for how it was bullied AS a child, that it has Removed All boundary markers of the F.A.A., and F.R.C.P. §1. Permitting Pennymac to maintain 2 Identical Claims in 2 separate Venues. Why Would the Court Allow Such? To perhaps Aid Pennymac in its Attempt to Prove that Somehow A Conspiracy exist, Like President trump thinking that everyone's out to get him?

No one targeted Pennymac, KAHAPA NOR Johnson conspired with the other, Although Pennymac Alludes, it Never comes close to Directly Implying Such. No, Pennymac under Conspiracy Claim leaves out KAHAPA AND Johnson, which would be necessary to Say that Somehow their Request was fraudulent, is this not so?

Per the F.A.A., pennymac was free to Voice Concerns At Arbitration Hearing, Via Written Communication, it Did not, It took A Calculated ~~RISK~~ Risk, Why? Because Pennymac was Counselled not to participate, and such A Choice lead to Consequences.

Never the less, 9 USC is and has since 1925 been the Sole Remedy for Challenging An Arbitration Award with Commerce Clause Associated. We Did not Write the Statute, and As the Supreme Court expressed in *Atchafalaya*, 'Neither we nor the Court can be at liberty to engrave [our] own exceptions into the Statutory text.' ^{Id}

Under Provision's and Prohibition of the Federal Arbitration Act, Pennymac, Claim's must Fail, must be Dismissed. Under the Federal Rules of Civil Procedure, Pennymac and Co-Defendants have each

in their Learned Capacities Failed to timely Respond and or Answer, and Are in Default. They failed to timely Request for extension of time, which is their Admitted Pattern, and thus the Court of Justice must grant Default Judgment in favor of Affiants.

We have Placed A Settlement offer, that is Nonnegotiable, binding And Remedies Related matters. The Paying of the 2 Awards in Question, the \$ 5,000,000⁰⁰ SAA Settlement and the Legal Cost of \$ 488,000⁰⁰. At which time (by Jan. 19th, 2021 at 9am), All parties Associated with Affiants Agree to withdraw All claims As well As Allegations Against All Respondents.

However, Jan. 19th, 2021 at 9:01am PST we must insist on Proof of Jurisdictional Venue per F.A.A., Change of Venue, and TRIAL By Jury under the Bill of Rights.

III. Conclusion

Many A tricks have been tried, I mean, getting the D.O.J., to Investigate, Investigate, A Court to Arrest, and make Dismissal contingent not on Proof of Residence, but on offering up perjured testimony. The Placing of false And misleading information on the Public Record by A Judge (DJN) and the Attorney's for PENNYMAE. So We Shall let A jury Decide if the Awards Should be Vacated since It is A claim by PENNYMAE and now A Right of Determination by A jury.

We Attempt to utilize the Courts Precedence, and are ignored, perhaps Due to our being in our Age of Attaining of the Majority Natural Person Capacities, perhaps. The Affidement is Attested, witnessed by and before Jehovah the only true God As Such on this Dec. 24, 2020 So help us God under penalty of Divine Retribution and perjury if otherwise. " " " " " "

s/ Brett "Eean" Jones

s/ "Eean"

s/ [Signature]

s/ S. Goulette

s/ M. Mofette

s/ R. KAHAPEN

s/ M. Johnson

s/ R. McBee

s/ A. Scott

s/ K. Gibbs

s/ Sitcom Arbitration Association, (SAA).